

# CONDOMINIUM 3

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## RULES AND REGULATIONS

**Revised 06/25/2021**

Welcome to Bristol Harbour! We hope that your ownership or visit here will be long and pleasant. The Harbour is referred to as a resort community. However, it is also the primary residence of many of your neighbors. Each unit is for a single family, and may only be used in that manner. Due to condominium population density, your lifestyle here *must* be of even greater courtesy, restraint, and respect than that practiced in private homes.

**PLEASE PLACE THIS DOCUMENT WHERE YOU, AS OWNER, AND YOUR RENTERS WILL SEE, KNOW, AND FOLLOW ITS CONTENTS AT ALL TIMES!**

Each owner grants the Board of Managers an irrevocable power of attorney to acquire title to, or to lease his unit by "Right of First Refusal." If the owner receives a bona fide offer for the sale or lease of his unit, he is to give notice to the Board of Managers within *15 days*. The Board of Managers may elect to purchase/lease the unit on the same terms the owner has negotiated. All common charges must be paid in full before a unit is sold, mortgaged, or leased. These common charges, or "share" of each owner is based upon the square footage of his unit.

Your Condominium Board of Managers is composed of three to seven owners, spouses, or partners (any one of whom may be removed by a majority vote of the unit owners). The Board conducts the finances and maintenance, develops and enforces regulatory rules, and provides for your good and welfare. This document pertains to guidelines for unit owners *and* renters, based on safety, aesthetics, and most of all, common sense and courtesy.

This revision supersedes all previous rules and regulations

## PLEASE READ, TAKE NOTE, AND PRACTICE THE FOLLOWING:

### 1 GUESTS

- 1.1 Each owner may invite a maximum of five outside guests to use the community facilities at any time, or make prior arrangements with the Board. Members of the immediate family are not considered guests. Unit owners shall be responsible for the actions of their guests at all times, including but not limited to any violations of the requirements of these Rules and Regulations, the By-Laws and the Declaration and will stand in the shoes of the guest for purposes of enforcement of these Rules.

### 2 PARKING

- 2.1 Each unit has one assigned parking space. Second cars or guest cars must be parked in unassigned areas at the far side of the parking lot.
- 2.2 Parking spots may be used solely for registered vehicles that are legal to operate on roadways in the state of NY. Boats, boat trailers, recreation vehicles, unregistered cars, etc., cannot be parked in the parking lots. Permission may be obtained from the Village Resident Manager to park (not store) the above items in special areas designated for this purpose. Bicycles, toys, sporting equipment, etc., must not be left on balconies or walkways. Check with the Management office for bicycle storage provided at the upper deck South Trash Shed.
- 2.3 During snowstorms, vehicles parked on the upper deck must be moved downstairs, to allow for snow removal.
- 2.4 The vehicular speed limit within the condominium grounds is **13 MILES PER HOUR**.
- 2.5 Residents are reminded that the parking deck is for parking and is not a storage facility. However, the Board recognizes that some residents maintain a winter residence elsewhere and would be greatly convenience by being able to store a vehicle on-site during the winter months. Storage of a vehicle is defined as allowing the vehicle to remain in one location without being driven off of Condominium property by its owner for a period of three weeks or greater. The Board authorizes a unit owner to store one vehicle that is owned by the unit owner in the Condominium parking deck, subject to the following restrictions:
  - A. Permission to store a vehicle must be obtained from the board in advance;
  - B. The vehicle must be street legal to operate in New York State and must have a current registration, inspection, and proof of insurance. The vehicle cannot be used for commercial purposes;
  - C. Unless prior approval is received in writing from the Board, the time period to store a vehicle is restricted from 5:00 PM on October 31 to 8:00 AM on April 30 of any year;
  - D. Keys must be given to the Condominium site supervisor and the owner of the vehicle grants permission for the site staff to move the vehicle if necessary;
  - E. The owner absolves the Condominium Association, member of the Board, and the management company and its employees of any and all liability associated with the stored vehicle;
  - F. The owner of the vehicle authorizes the Board or its designated agent the authority to have the stored vehicle towed and impounded should, in the opinion of the Board, the vehicle is found to be unsafe or unsound to be allowed to remain on Condominium property;
  - G. Residents on levels 1-3 must store the vehicle in their assigned parking spots;

- H. Residents on levels 4-5 will be assigned a parking spot on the lower level of the parking deck by the site supervisor;
- I. The owner of the vehicle shall assume all liability for any damage to the parking deck caused by the vehicle. This includes, but is not limited to spills or leaks from gasoline, motor oil, or coolant;
- J. The owner of the vehicle agrees that the Board or its designated agent can have the vehicle towed and impounded, at the owner's expense, if this rule is violated. The owner also acknowledges being subject to a fine, as determined by the Board, for each such violation;

In order to help distinguish between a vehicle that is parked as opposed to being stored, the following guidelines may be used. However, these guidelines are not to be construed as conclusive evidence of a vehicle being stored. Moreover, it is only necessary that one of these guidelines be met as prima facie evidence that the vehicle is being stored:

- A. Permission has been granted by the Board to store that particular vehicle;
- B. The vehicle has not been observed by any Condo board member or any employee of the management company to have been driven off of the Condominium property by the owner for a period greater than 3 weeks;
- C. The vehicle is covered;
- D. The registration and/or inspection of the vehicle has expired;
- E. The vehicle becomes coated with dirt or deposits normally associated with vehicles that have not been used or attended to for lengthy periods of time;
- F. The vehicle develops deficiencies such as, but not limited to, fluid leaks, flat tires, broken lights, or broken glass, that would render it unsafe or unlawful to operate or would render it inoperable and appropriate steps have not visible been taken to correct these deficiencies within three weeks.

The owner of the vehicle must sign a form acknowledging and consenting to these terms prior to storing a vehicle each time a vehicle is to be stored.

### **3 GRILLING**

- 3.1 Electric grill cooking is allowed in your condo and on balconies. **CHARCOAL AND GAS GRILLS ARE NOT ALLOWED!** Consider the allowance a privilege and take these steps to minimize the inconvenience to your neighbors. Cook with the grill hood down; locate the grill to the back of your balcony (not against the railing) and turn the grill off as soon as possible.
- 3.2 Grills should be cleaned frequently to minimize smoke and odor.

### **4 GARBAGE**

- 4.1 Household garbage must be placed in **plastic bags** and sealed shut before discarding in dumpsters located in huts on each parking deck. Recyclable items such as newspaper, cardboard, glass, plastic and cans must be taken to the recycling center adjacent to the Recreation Center and Tennis Courts.

### **5 BALCONIES**

- 5.1 Owners and tenants are requested to vacuum the carpeted areas rather than sweeping. Sweeping causes debris to fall onto balconies of neighbors below.

- 5.2 **DEBRIS AND GARBAGE OF ANY KIND IS NOT TO BE THROWN OVER BALCONY RAILINGS.** Cigarette butts are especially dangerous in the fall season when the ground is carpeted with dry leaves. Food is dangerous in that it draws rats and other animals. Feeding of wild raccoons is forbidden. Raccoons are known carriers of diseases which can be transmitted by air to humans, causing severe illness. Bird feeders should be inside the railing and residual birdseed should not be allowed to fall to lower units or ground below.
- 5.3 Items of clothing, bed linens, towels, rugs, tablecloths, decorative flags, or any item whatsoever, must not be shaken, hung, or draped on balconies, railings, or windows. Owners are responsible for keeping *both* balconies clean, free of snow, ice, and any accumulation of water.

## **6 SIGNS**

- 6.1 No sign, advertisement, or notice shall be displayed on any part of the outside of the unit, or visible from the street without prior written consent of the Board. Television and radio antennas are not permitted to be attached permanently on the building. Installation of all temporary antennas must be approved in writing by the Board of Managers.

A unit owner may install one dish or other satellite antenna having a diameter that does not exceed 1 m on the lakeside balcony. The antenna cannot be attached or mounted to the floor, ceiling, railing, or any wall. The antenna must be mounted to a free-standing mount that rests on the floor of the lakeside balcony.

No drilling, boring, or excavating of any common element is permitted. The antenna cannot extend beyond the innermost surface of the balcony railing. The signal cable for the antenna may enter the unit through the air conditioner sleeve. The cable cannot pass through the wall, window, window frame, door, or door frame and cannot be channeled through any Spancrete plank or be fixed or attached to the wall, railing, window or window frame, door or door frame, or Spancrete plank.

The antenna cannot be attached to any existing coaxial or signal cable within the building. If the unit owner wishes to draw the cable within the walls of his unit, he must first submit and have approved an appropriate construction request.<sup>1</sup>

- 6.2 One real estate sign may be displayed in a window of a unit during hours of **Open House Only**.

## **7 OTHER**

- 7.1 Furniture, packages, etc., should not be placed in the common areas where they might be tripped over. Firewood may be stored on either balcony during the winter season, lakeside or parking lot side, provided that ingress and egress to the condo is not blocked. Tools, sporting goods, cooking equipment, bicycles, toys, etc., must be stored within the unit and out of sight of passersby.
- 7.2 Flowers may be planted with approval of the Board. **UNDER NO CIRCUMSTANCES ARE UNIT OWNERS ALLOWED TO TRIM TREES.** They are carefully maintained by experts to preserve the integrity of the Cliffside.

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<sup>1</sup> The unit owner recognizes that signal strength from a satellite to a satellite antenna is by line of sight and that the installed antenna would face in a generally east or south-east direction, whereas most dish satellites are located low on the horizon in a south-westerly direction. The unit owner recognizes that geographic constraints will limit signal strength and may not allow an adequate signal to be obtained.

- 7.3 In order to preserve the right to quiet enjoyment, tranquility, comfort, and convenience of our condominiums, no disturbing noises, nor anything that will interfere with the tranquility of other unit owners, such as but not limited to the use of firearms, firecrackers, noisemakers, loud motorcycles, mini bikes, and loud music is allowed. Remember, voices, children's playing, any sound in the lower parking deck or front courtyard, is magnified tenfold, heard by everyone, and *most annoying*.
- 7.4 A minimum temperature of 55 degrees must be maintained within each unit. The Board or its agent may, at any time, enter an unoccupied unit for the purpose of checking the temperature.
- 7.5 No flammable, combustible, or explosive material, or chemical substances are permitted to be stored or used inside or outside the condominium. Products required in normal use must be stored and used with discretion.
- 7.6 Use of kerosene or any other type of liquid fueled heater within or outside the condo is not allowed. It should be evident that their usage involves creation of deadly carbon monoxide gas and/or fire. Electric heaters are permitted, but use discretion as to their placement and maintain constant surveillance until you disconnect them.
- 7.7 The Board of Managers, or its agent, retains a key to the unit. **No owner is to alter any lock** without the written consent of the Board. The owner is to provide the Board with additional keys and grants a right of access for the purpose of making inspections for violations, or correcting any condition threatening another unit or common element, or for repairs. Requests for entry are made in advance except in an emergency. In the event evidence of vermin, insects, or other animals posing danger to the units are found, the Resident Manager has the authority to enter the unit and eliminate the cause at the owners' expense.
- 7.8 Unit owners are expected to carry their own "Homeowner's" insurance on their unit and its contents. Only Common Area insurance is carried on the building.
- 7.9 Smoking shall be prohibited everywhere on the Condominium III common area property including, but not limited to, the lakeside and garage side balconies and the parking decks. No owner shall smoke, or permit smoking by any occupant, agent, tenant, invitee, guest, friend, or family member in any of the common areas. Smoking shall include carrying, burning, otherwise handling or controlling any lit or smoldering product containing tobacco or cloves, including but not limited to cigarettes, cigars, or pipes.

## **8 PETS**

- 8.1 Renters of less than one year **MAY NOT HARBOR A PET.**
- 8.2 One dog, cat, or other household pet (not kept for commercial purposes), approved by the Board, may be kept in units. Providing the pet does not cause or create a nuisance or unreasonable disturbance or noise. Should this occur, they must be permanently removed, upon three days written notice from the Board. IN NO EVENT shall the pet be permitted in the common areas unless carried or on a leash. Dog "doolies" are provided throughout the grounds and owners are expected to clean up after their pet. No pet, including cats, shall be left unattended outside of the unit in common or limited common areas, or balconies. All pets

must be registered with BHVA. Applications are available from the Property Management office.

## **9 Construction, Remodeling, Alterations and Repairs**

- 9.0 Contractors must cover all outdoor carpeting with a protective material such as drop cloths or plastic adhesive sheets made for that purpose.
- 9.1 The Management Company retains a key to each unit. Owners may not alter or change any lock without written consent of the Management Company. The Management Company is granted access to the unit for the purpose of making inspections, citing violations to the rules and regulations or correcting emergencies or conditions that threaten another unit.
- 9.2 Because of the potential impact of safety, noise, odors, dust and debris, construction to the condominium unit must have prior approval of the Board of Managers. Owners must complete the enclosed "Condominium Construction Form" and submit the form prior to the monthly Board meeting. The contractor performing the work MUST sign off on the form in the appropriate section which acknowledges he has read the contractor pamphlet that references these construction rules and has agreed to abide by them. After the form is submitted the Board has the option to approve or reject the request. **NO RENOVATION WORK MAY BEGIN WITHOUT RECEIPT OF AN APPROVED FORM.** Approved forms must be attached to the entry door upon start of work.
- 9.3 Construction includes, but is not limited to, any change to the interior walls or flooring, bath and kitchen remodeling, tiling and repartitioning. No work or repairs of any kind is permitted to the outside of the building or balcony areas. No work may be done that alters the perimeter walls or jeopardizes the soundness or safety of the building, or attaches any fixtures to or drills or cuts into any common element without prior Board approval. Painting, carpeting, wallpapering or replacement of lighting fixtures is not considered as construction.
- 9.4 In order to reduce sound transmission to other units, the installation of any flooring other than carpet will require the installation of sound isolation sheets, with a STC rating of 59 and a IIC rating of 62, such as Noble SIS Sound Isolation Sheet, between the concrete plank floor and/or existing flooring and the new flooring.
- 9.5 The unit owner shall notify the managing agent prior to the installation of the finish flooring so that the sound control membrane can be inspected. Failure to do so may require the removal of the new flooring for this inspection.
- 9.6 The installation of a fireplace, wood burning stove or pellet stove poses a potential fire hazard and an additional structural load to the building. Prior specifications, along with a sketch, is to be submitted to the Board of Managers and must list materials, fireplace size, location to load bearing walls and existing flues, plus calculated weight in pounds. Installation by a professional contractor is recommended. All this info MUST be submitted for approval before any work may be done!
- 9.7 For the courtesy of the residents and renters living around you, construction, remodeling or alterations, either done by the unit owner or a building contractor, is not allowed from 5:00 PM the Friday immediately preceding the Memorial Day Weekend until 8:00 AM the Tuesday

immediately following Labor Day. Construction is only allowed Monday through Saturday from 7:30 AM to 5:30 PM during the rest of the year.

- 9.8 The maintenance of carpet on the Condo 3 lakeside balcony is the responsibility of the unit owner and may be replaced with the board's permission. If a unit owner wants to replace their carpet, a construction form must be filled out and sent to the site-manager before installation of any carpet. Carpets must be cemented down per manufactures instructions. If the unit owner wishes to replace carpet prior to 5 years from date of installation, he or she will be responsible for all costs to repair or replace membrane; if after 5 years, the HOA will be responsible for replacement. No other floor covering is permitted.
- 9.9 Door/Window Glass Replacement – Please contact site manager to be put on the list for replacement glass.
- 9.10 Storm Door Replacement – Please fill out a construction request form and forward to the site manager.
- 9.11 Heating Unit Replacement – Replacement of HVAC units requires the submission and approval of a construction request. As units are “plug-in” a building permit is not required. Units must fit into the existing sleeves without modifications to the exterior walls. Units must be safely usable with the present 208 V 20 A or 30 A circuit (as provided). There can be no modification of the electrical service. HVAC units must have active evaporation of the condensate. Condensate drain lines and catch pans without active evaporation are not acceptable because they will eventually drip onto the concrete, thereby creating damage to either common elements or other units. HVAC units must meet all legal and regulatory requirements, as well as appropriate safety testing from appropriate agencies such as UL or ETL. HVAC systems must be able to maintain a temperature of a least 55 degrees F during the winter.
- 9.12 Balconies and common walkways are not to be used as a construction work area. Carpet disposal is the responsibility of the unit owner and/or the contractor. Old carpeting is not to be placed in the trash sheds. The trash collector will not take old carpet.
- 9.13 Renovation debris - Debris generated by contractors / owners cannot be thrown in dumpsters or trash sheds. This debris must be removed daily from site by 5:30 pm. Alternatives to daily removal are utilizing enclosed trailers or P.O.D.s style containers. These trailer / container(s) must be parked on the west side of the garage.
- 9.14 All electrical work performed by contractor and/or homeowner must conform to local building code(s) and/or National Electrical Code as most recently revised. All electrical work **MUST** be inspected by a state certified inspection company such as Middle Department or Commonwealth and a copy of the inspection report showing that the electrical work was properly done must be sent to the Board or its designated agent. All plumbing work performed by contractor and/or homeowner must conform to local building code(s) and/or NYS Plumbing Code Book as most recently revised. It is the recommendation of the Condo 3 Board that any owner/applicant having plumbing work done, should consider changing from current PVC pipe to a PEX or copper application.
- 9.15 Unit owners who violate the rules governing construction, remodeling and renovations may be levied a fine of \$100.00 (one hundred dollars) per day for each day of infraction. Any questions or concerns regarding construction, remodeling, alterations or repairs should be addressed to the

Management Company. Violations may also result in a construction request being rescinded, at which point all renovations must immediately cease.

- 9.16 Workers coming onto Condo 3 property to provide services for either the Condo 3 Association or for individual unit owners must have both liability insurance and worker's compensation insurance.
- 9.17 The approval of all construction requests are subject to the applicant submitting to the Condo 3 Board or its designated agent a copy of all necessary building permits issued by the Town of South Bristol or other required government agency. Please refer to the list in the Rules and Regulations (9.19) and/or the Contractor Pamphlet for a list of examples of renovations that require and don't require a building permit.
- 9.18 Replacement of a water heater requires the submission and approval of a construction request.
- 9.19 The following renovations require, in addition to Board approval of a construction request, a building permit from the Town of South Bristol (phone: 585-374-6341 x3 or e-mail ceo@southbristolny.org):
- Installation, renovation, removal, or deactivation of any fuel burning appliance such as a wood-burning stove or fireplace.
  - Any construction that requires the installation, rerouting, or removal of electrical power wires or plumbing lines.

It should be noted that minor plumbing or electrical modifications such as upgrading existing light fixtures, replacing electrical outlets and switches, replacing faucets or replacing an existing water heater with a comparable model do not require a building permit.

Examples of renovations that require approval of a construction request by the Board but do NOT require a building permit issued by the Town of South Bristol include:

- Installation of hardwood or tile flooring.
- Removal or alteration of interior walls provided that such removal or alteration does not require the removal, installation, or alteration of any electrical or plumbing lines within that wall.
- Installation of an HVAC unit.
- Installation or replacement of a screen or storm door.
- Replacement of a water heater with a comparable model.
- Installing new or replacing existing cabinets or counters.

Examples of renovations that do not require a construction request:

- Painting or wall papering walls.
- Installation or replacement of a carpet.
- Installation or replacement of an appliance that is plugged into an existing outlet and is NOT affixed to the building.

**PLEASE NOTE: IT IS REQUIRED THAT ALL UNITS HAVE A WORKING CO AND SMOKE DETECTORS WITHIN 15 FEET OF EACH BEDROOM ENTRANCE AND THAT EACH BEDROOM ALSO HAVE A WORKING CO DETECTOR. THESE MUST BE WIRELESSLY LINKED. IT IS RECOMMENDED THAT THE DETECTORS BE COMBINATION CO/SMOKE DETECTORS. APPROVAL OF ALL CONSTRUCTION REQUESTS IS CONTINGENT THAT SUCH DETECTORS BE PRESENT OR BE INSTALLED AT THE TIME OF THE RENOVATION.**



## **10 Rentals**

Residents renting their units are expected to adhere to and obey all New York State and Town of South Bristol laws and ordinances regarding rentals, as well as all Condominium 3 rules and regulations. In event of a conflict between any of the sets of rules, the most restrictive rules are to be obeyed for each circumstance for which a conflict occurs.

### **10.0 Rental:**

In order to rent a unit, the owner must obtain permission from the Board of Managers to allow his or her unit to be available for rental. As a part of the permission process, the owner must execute a power of attorney form in favor of the Board of Managers, in the then current form used by the Board. The Board of Managers will not allow more than 14 units which is approximately 20% of all units in Condominium 3, hereafter referred to as the cap, to be available for rental, irrespective of the number of units that are actually rented at a given time". The cap can vary as the Board of Managers deems appropriate or necessary. Any owner approved to rent their unit must show a reasonable effort to rent their unit. If an owner on the approved list does not make a reasonable effort, their approval can be revoked and they would return to the waiting list, and the owner at the top of the waiting list will be offered the right to rent their unit. In addition, other conditions and requirements, as specified in the Rules and Regulations, also apply.

### **10.1 Definitions:**

**Short Term Rental:** Any unit rented for a period of 3 months or less.

**Family:** A cohabitating couple, their offspring (including spouses or significant others of offspring), grandchildren, great grandchildren, and parents. If the occupants include minor children 18 years old or under, they may be accompanied by minor friends also under the age of 20 with a maximum of 2 such friends per unit.

**Designated agent:** The designated agent for the Condo 3 board is the Site Manager.

- 10.2 All occupants of any unit rented for a short term must be registered with the association office. Failure to register all occupants and receiving approval of the board or its designated agent from the office will result in the contract being held void. If any occupant of a unit rented for a short term is found to have engaged in unacceptable behavior as determined by the board of Condo 3, all occupants of that unit will be banned from short term renting in the future and the Board reserves the right to terminate the rental of the Unit immediately. This provision includes short term renters found to have engaged in unacceptable behavior in Condos 1 and 2. No contract is valid until approved by the board or its designated agent as set forth in Section 10.0.
- 10.3 All vehicles used by occupants of short term rental units will be registered with the board or its designated agent. No more than 2 vehicles can be parked on the parking deck, provided that the renters have permission from the owner to use the designated parking spot for one of the vehicles. All vehicles must be road legal in New York and must fit into a single parking spot. No golf carts, trailers, motor homes, etc. are allowed. Any unauthorized vehicle will be towed at the owner's expense.
- 10.4 All rentals for periods of less than one week shall be restricted to a family, as defined above. Units comprising 3 or 4 bedrooms can be rented to a maximum of 2 families with the permission of the board or its designated agent.

- 10.5 No short term rentals shall be made to wedding or golfing parties.
- 10.6 Individuals associated with the Walker golfing group shall be prohibited from any short term rental.
- 10.7 Density of occupancy of any unit shall be restricted as follows;  
In a 3 bedroom unit - 6 adults maximum  
In a 2 bedroom unit - 4 adults maximum, or 5 if a sofa bed is available  
In a studio - 2 adults maximum  
In a 1 bedroom unit - 2 adults maximum, or 3 if a sofa bed is available
- 10.8 New unit owners are allowed to rent their units on the same basis as other owners after a two-year waiting period subject to all additional restrictions including the limitation imposed by the 20% cap on rentals in Condo 3.
- 10.9 Each owner who rents his unit must carry at least \$300,000 in liability coverage, with Condominium 3, Bristol Harbour Village named as also insured. The policy must state that the unit is rental property. The policy may be referred to as "a landlord policy".
- 10.10 The owner must also carry \$1,000,000 umbrella (personal liability) policy that also specifies that the unit is rental property.
- 10.11 Copies of the policies must be on file at site office.
- 10.12 All owners of any condos that are rented or occupied by renters on or after April 1, 2009 must be in compliance with these requirements.
- 10.13 An owner / renter who is in arrears 60 days in HOA fees will not be allowed to rent until that owner is current with all their assessments and fees.

#### 11.0 Enforcement

Unit owners agree to comply with these Rules and Regulations and the By-laws at all times and agree that their guests and renters shall comply with these Rules and Regulations and the By-laws at all times while present on the property. Any violation of these Rules and Regulations by any guest or renter shall be deemed a violation by the Owner and the Board reserves the right to enforce any violation remedy against the Owner. Any ongoing violation shall be deemed, at the Board's sole and absolute discretion, as a series of violations and the Board reserves the right to enforce these Rules against each individual violation.